

AGREEMENT
BETWEEN
THE MINISTRY OF NATIONAL DEFENSE OF THE REPUBLIC OF CHILE
AND
THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA
CONCERNING
EXCHANGE OF
RESEARCH AND DEVELOPMENT INFORMATION

(Short Title: CL -U.S. Master Information Exchange Agreement (MIEA))

Certified to be a true copy:

A handwritten signature in black ink, appearing to read 'Carmen Farro', is written over a horizontal line.

Carmen Farro
International Agreements Negotiator
Navy International Programs Office

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PREAMBLE

The Ministry of National Defense of the Republic of Chile, and the Department of Defense of the United States of America, hereinafter referred to as the "Parties":

Recognizing the Memorandum of Cooperation in Defense and Security Matters between the Department of Defense of the United States of America and the Ministry of National Defense of the Republic of Chile dated July 17, 1996;

Having a common interest in defense;

Recognizing the benefits to be obtained from standardization, rationalization, and interoperability of military equipments;

Desiring to improve their mutual conventional defense capabilities through the application of emerging technology;

Recognizing that this Agreement addresses the classification level of Research and Development Information exchanged in Information Exchange Annexes under it and does not limit the classification level of information exchanged or provided under other arrangements between the Parties, such as operational agreements or Foreign Military Sales arrangements; and,

Having independently conducted research and development of the applications of various technologies, recognize the benefits of cooperation in the mutual exchange of Research and Development Information;

Have agreed as follows:

ARTICLE I

DEFINITION OF TERMS AND ABBREVIATIONS

Annex Authorities	Government organizations identified in Article III (Management) that are authorized to act on behalf of the Parties in matters pertinent to implementation of this Agreement or an Information Exchange Annex thereto.
Authorities	Government officials listed in this Agreement that are authorized to act on behalf of the Parties in matters pertinent to this Agreement.
Classified Information	Official information that requires protection in the interests of national security and is so designated by the application of a security classification marking.
Contractor	Any entity awarded a contract by a Party's contracting agency.
Contractor Support Personnel	Persons specifically identified as providing administrative, managerial, scientific, or technical support services to a Party under a support contract that prohibits those persons from using information received under the contract for any purposes other than those authorized under this Agreement or an Information Exchange Annex under it.
Controlled Unclassified Information	Unclassified information to which access or distribution limitations have been applied in accordance with applicable national laws or regulations. It could include information that has been declassified, but remains controlled.
Defense Purposes	Manufacture or other use in any part of the world by or for the armed forces of either Party.
Designated Security Authority (DSA)	The security office approved by national authorities to be responsible for the security aspects of this Agreement.
Establishments	Government organizations listed in an Information Exchange Annex that have an interest in or provide Research and Development Information to be exchanged.

Information Exchange Annex (IEA)	An Annex established under the provisions of this Agreement to exchange Research and Development Information of mutual interest concerning specified technology areas or categories of weapons.
Intellectual Property	In accordance with the World Trade Organization Agreement on Trade-Related Aspects of Intellectual Property Rights of April 15, 1994, all copyright and related rights, all rights in relation to inventions (including patent rights), all rights in registered and unregistered trademarks (including service marks), registered and unregistered designs, undisclosed information (including trade secrets and know-how), layout designs of integrated circuits, and geographical indications, and any other rights resulting from creative activity in the industrial, scientific, literary, and artistic fields.
Liaison Officers (LOs)	Representatives of the Parties, normally personnel accredited to embassies or missions, who may assist Technical Project Officers and Establishments in Information Exchange Annex-related efforts. This does not include representatives of one Party who are assigned on a temporary basis to work in organizations of the other Party except when such representatives have been assigned for the purposes of a specific Information Exchange Annex.
Party	A signatory to this Agreement represented by its military and civilian personnel. Contractors and Contractor Support Personnel shall not be representatives of a Party under this Agreement.
Production Information	Design, drawings, chemical and mathematical equations, specifications, models, manufacturing techniques, and software source code and related information (excluding Research and Development Information) necessary to manufacture or substantially upgrade military materiel and munitions.
Research and Development (R&D) Information	Research and development knowledge that can be communicated by any means, regardless of form or type, including but not limited to that of a scientific, technical, business, or financial nature, whether or not subject to Intellectual Property rights.
Technical Project Officers (TPOs)	Representatives of government organizations who are

specifically authorized to exchange Research and Development Information under an Information Exchange Annex.

Third Party

A government other than the Government of a Party and any person or other entity whose government is not the Government of a Party.

ARTICLE II

OBJECTIVE AND SCOPE

- 2.1. The objective of this Agreement is to conduct reciprocal, balanced exchanges of R&D Information of mutual interest to the Parties.
- 2.2. The Parties may exchange R&D Information under this Agreement upon conclusion of individual Information Exchange Annexes (IEAs). Each IEA shall specify the scope of R&D Information that may be exchanged. Exchanges of R&D Information under each IEA shall be on a reciprocal, balanced basis such that the information exchanged between the Parties shall be of approximately equivalent value, quantitatively and qualitatively, within each IEA to this Agreement.
- 2.3. Each IEA, upon conclusion, shall form an integral part of this Agreement. Each IEA shall generally conform to the format outline provided in Appendix 1. Each IEA shall:
- 2.3.1. Specify the scope of R&D Information exchange;
 - 2.3.2. Identify the Annex Authorities, Technical Project Officers (TPOs), and Establishments;
 - 2.3.3. When necessary, specify any applicable special disclosure and use provisions;
 - 2.3.4. Identify the highest level of classification of information that may be exchanged under the IEA; and
 - 2.3.5. Establish a termination date for the IEA of not more than five years after the IEA enters into force.
- 2.4. Either Party may propose potential IEAs to be conducted under the provisions of this Agreement. The proposing Party shall provide a written synopsis describing the proposed IEA to the other Party, and solicit its participation in concluding an IEA.
- 2.5. The scope of this Agreement permits the exchange of R&D Information-related computer software, subject to paragraph 2.2. above and restrictions established in individual IEAs, but does not permit the exchange of weapon, sensor, or related system computer software or weapon, sensor, or related system computer software documentation.
- 2.6. Production Information shall not be exchanged under this Agreement.
- 2.7. No defense equipment or services may be exchanged or provided under this Agreement.

2.8. In the event of a conflict between the provisions of this Agreement and any Appendix to or IEA under this Agreement, the Agreement shall take precedence.

ARTICLE III
MANAGEMENT

3.1. The Parties hereby establish the following Authorities for this Agreement (or their equivalents in the event of reorganization):

Chile: National Defense Chief of Staff, Ministry of National Defense

United States: Director, International Cooperation, Office of the Under Secretary of Defense (Acquisition, Technology, and Logistics)

3.2. The Authorities shall be responsible for:

3.2.1. Reviewing and forwarding to the Parties for approval recommended Amendments to this Agreement in accordance with Article XIII (Amendment, Termination, Entry into Force, and Duration);

3.2.2. Amending Appendix 1 ("Model" Information Exchange Annex) to this Agreement in accordance with Article XIII (Amendment, Termination, Entry into Force, and Duration); and

3.3.3. Resolving issues brought forth by the Annex Authorities.

3.3. The Parties hereby establish the following Annex Authorities to coordinate their respective IEA efforts under this Agreement (or their equivalents in the event of reorganization):

Chile: The Director for Technological Development of the Army for Army matters;

The Director of Programs, Research and Development of the Navy for Navy matters; and

The Director for Rationalization and Development of the Air Force for Air Force matters.

United States: The Deputy Assistant Secretary of the Army (Defense Exports and Cooperation) for Army matters;

The Deputy Assistant Secretary of the Navy International Programs for Navy matters;

The Deputy Under Secretary of the Air Force (International

Affairs) for Air Force matters; and

Director, Missile Defense Agency.

3.4. The Annex Authorities shall be responsible for:

3.4.1. Exercising executive-level oversight of IEA efforts;

3.4.2. Resolving issues brought forth by the TPOs;

3.4.3. Concluding new IEAs on behalf of the Parties;

3.4.4. Approving the amendment and termination of IEAs in accordance with Article XIII (Amendment, Termination, Entry into Force, and Duration); and

3.4.5. Coordinating requests for Third Party transfers on behalf of the Parties in accordance with Article X (Third Party Transfers).

3.5. Each IEA shall identify a single TPO for each Party who shall have the following responsibilities, unless otherwise detailed in the IEA:

3.5.1. Exercising day-to-day management of IEA efforts;

3.5.2. Resolving IEA issues and problems brought forth by Establishments;

3.5.3. Referring issues to the Annex Authorities that cannot be mutually resolved by the TPOs;

3.5.4. Recommending the development of new IEAs to the Annex Authorities;

3.5.5. Recommending the amendment or termination of IEAs to the Annex Authorities;

3.5.6. Amending the list of Establishments in IEAs;

3.5.7. Establishing and maintaining annual information exchange objectives for each IEA, as appropriate;

3.5.8. Maintaining oversight of the security aspects of the IEA in accordance with Article VIII (Controlled Unclassified Information) and Article IX (Security);

3.5.9. Acting as the focal point for exchange of information under the IEA, and maintaining lists of information exchanged; and

3.5.10. Any other unique responsibilities required for management of the IEA.

3.6. Each IEA shall identify Establishments that may, subject to TPO authorization and the provisions of Article IV (Channels of Communication and Visits), exchange information and sponsor visits under the IEA.

ARTICLE IV

CHANNELS OF COMMUNICATION AND VISITS

4.1. Only those TPOs specified in individual IEAs under this Agreement are authorized to exchange R&D Information related to that IEA on behalf of the Annex Authorities. R&D Information exchanged between the Parties shall be forwarded by national TPOs to their counterparts via Government-to-Government channels for appropriate dissemination. Liaison Officers may also assist TPOs in the transmission of information, as appropriate, in accordance with Article IX (Security).

4.2. Each Party shall permit IEA visits to its TPOs and Establishments by personnel from listed Establishments or Authorities of the other Party, provided that the visit is authorized by both Parties and visiting personnel have appropriate security clearances and a need-to-know.

4.3. All visiting personnel shall be required to comply with security regulations of the host Party. Any R&D Information disclosed or made available to visitors shall be treated as if supplied to the Party sponsoring the visiting personnel, and shall be subject to the provisions of this Agreement.

4.4. Requests for IEA visits by personnel of one Party to TPOs or Establishments of the other Party shall be coordinated through official channels, and shall conform to the established visit procedures of the host country. Requests for visits shall bear the name of the IEA and a proposed list of topics to be discussed.

4.5. Lists of personnel of each Party required to visit, on a continuing basis, IEA TPOs or Establishments of the other Party shall be submitted through official channels in accordance with recurring international visit procedures.

ARTICLE V

FINANCIAL ARRANGEMENTS

5.1. Each Party shall bear the full costs it incurs in making, managing, and administering any R&D Information exchanges under this Agreement. No funds shall be transferred between the Parties. A Party shall promptly notify the other Party if available funds are not adequate to fulfill its obligations under this Agreement. If a Party notifies the other Party that it is terminating or reducing its funding for any information exchange under this Agreement, the Parties shall immediately consult with a view toward continuation on a changed or reduced basis.

ARTICLE VI

CONTRACTUAL ARRANGEMENTS

6.1. This Agreement provides no authority for placing contracts on the other Party's behalf in connection with any R&D Information exchanges under this Agreement. Furthermore, this Agreement creates no obligation to place contracts to implement any R&D Information exchanges under this Agreement.

ARTICLE VII

DISCLOSURE AND USE OF INFORMATION

7.1. The scope of R&D Information exchanged pursuant to an IEA shall be specifically described therein. Only R&D Information shall be exchanged under this Agreement. Production Information shall not be exchanged under this Agreement.

7.2. Except as provided in paragraph 7.5. of this Agreement, a Party (including its Contractor Support Personnel) may use the information received under this Agreement only for information and evaluation purposes by its defense Establishments. R&D Information shall not be used by the receiving Party for any purpose other than the purpose for which it was furnished without the specific prior written consent of the furnishing Party.

7.3. The receiving Party shall not disclose R&D Information exchanged under this Agreement to Contractors or any other persons, other than its Contractor Support Personnel, without the specific prior written consent of the furnishing Party. The receiving Party shall ensure that Contractor Support Personnel, or Contractors or any other persons to whom it discloses R&D Information received under this Agreement, are placed under a legally binding obligation to comply with the provisions of this Agreement and the relevant IEA concerning the use, control, and protection of the information.

7.4. All transfers of R&D Information shall be consistent with the furnishing Party's applicable export control laws and regulations. The furnishing Party shall ensure that the applicable export control markings are placed on its R&D Information before transferring it to the receiving Party.

7.5. The Parties may determine in a specific IEA executed under this MIEA that R&D Information exchanged under that IEA may be used for purposes other than for purposes of information and evaluation by their defense Establishments. The IEA shall contain specific provisions for such use that may not extend beyond Defense Purposes.

7.6. No transfer of ownership of R&D Information shall take place under this Agreement. Information shall remain the property of the furnishing Party or its contractors.

7.7. R&D Information shall be exchanged only where it may be done without incurring liability to holders of Intellectual Property rights and where disclosure is consistent with national disclosure policies and regulations of the furnishing Party.

7.8. All R&D Information subject to Intellectual Property rights shall be identified, marked, and handled in accordance with Article VIII (Controlled Unclassified Information) or Article IX (Security).

7.9. R&D Information that is exchanged under this Agreement shall only be disclosed to Third Parties by the receiving Party in accordance with Article X (Third Party Transfers).

ARTICLE VIII

CONTROLLED UNCLASSIFIED INFORMATION

8.1. Except as otherwise provided in this Agreement or authorized in writing by the furnishing Party, Controlled Unclassified Information received under this Agreement shall be controlled as follows:

8.1.1. Controlled Unclassified Information shall be used only for the purposes authorized for use of information as specified in Article VII (Disclosure and Use of Information) of this Agreement;

8.1.2. Access to Controlled Unclassified Information shall be limited to personnel whose access is necessary for the permitted use under subparagraph 8.1.1. above, and shall be subject to the provisions of Article X (Third Party Transfers) of this Agreement; and

8.1.3. Each Party shall take all lawful steps, which may include national classification, available to it to keep Controlled Unclassified Information free from further disclosure, except as provided in subparagraph 8.1.2. above, unless the furnishing Party consents to such disclosure. In the event of unauthorized disclosure, or if it becomes probable that Controlled Unclassified Information may have to be further disclosed under any legislative provision, immediate notification shall be given to the furnishing Party.

8.2. To assist in providing the appropriate controls, the furnishing Party shall ensure that Controlled Unclassified Information is appropriately marked to indicate its "in confidence" nature. The Parties shall decide, in advance and in writing, on the markings to be placed on any other types of Controlled Unclassified Information.

8.3. U.S. Controlled Unclassified Information shall be handled by Chile consistent with Chile's applicable laws and regulations regarding markings and classification. U.S. Controlled Unclassified Information shall be marked to include the following statement: "This information may only be disclosed to Chilean Government personnel with a need-to-know and may not be disclosed or transferred to the public or to anyone else outside of the Chilean Government, except that it may be disclosed to Chilean Contractor Support Personnel under a legal obligation not to retransfer or further disclose this information." Should U.S. Controlled Unclassified Information be provided back to the U.S. Government, it shall reflect its original "Controlled Unclassified Information" markings.

ARTICLE IX

SECURITY

9.1. Classified Information provided pursuant to this Agreement shall be stored, handled, transmitted, and safeguarded in accordance with the Agreement between the Government of the United States and the Government of Chile titled Defense: Security of Military Information, dated September 1, 1992, and any subsequent amendments thereto, and any successor agreement.

9.2. Classified Information shall be transferred only through official Government-to-Government channels or through channels approved by the Designated Security Authorities (DSAs) of the Parties in accordance with Article IV (Channels of Communication and Visits). Classified Information and material shall bear the level of classification and denote the country of origin, the conditions of release, and the fact that the Classified Information relates to this Agreement or one of its IEAs.

9.3. Each Party shall take all lawful steps available to it to ensure that Classified Information exchanged pursuant to this Agreement including any of its IEAs is protected from further disclosure, except as permitted by paragraph 9.7. below, unless the originating Party consents in advance and in writing to such disclosure. The recipient Party shall comply with any distribution and access restrictions on Classified Information that is provided under this Agreement. Accordingly, each Party shall ensure that:

9.3.1. The recipient shall not release the Classified Information to any government, national organization, representative or other entity of a Third Party without the prior written consent of the originating Party in accordance with the procedures set forth in Article X (Third Party Transfers) of this Agreement.

9.3.2. The recipient shall not use the Classified Information for other than the purposes provided for in this Agreement.

9.3.3. The recipient shall comply with any distribution and access restrictions on information that is provided under this Agreement including any of its IEAs.

9.4. The Parties shall investigate all cases in which it is known or when there are grounds for suspecting that Classified Information provided or generated pursuant to this Agreement, including any of its IEAs, has been lost or disclosed to unauthorized persons. Each Party also shall promptly and fully inform the other Party of the details of any such occurrence, and of the final results of the investigation and of the corrective action taken to preclude recurrence.

9.5. For any facility wherein Classified Information is to be used, the responsible Party or Contractor shall approve the appointment of a person or persons to exercise effectively the responsibilities for safeguarding at such facility the Information pertaining

to this Agreement including any of its IEAs. These officials shall be responsible for limiting access to Classified Information involved in this Agreement, including any of its IEAs, to those persons who have been properly approved for access and have a need-to-know.

9.6. Each Party shall ensure that access to the Classified Information is limited to those persons who possess requisite security clearances and have a specific need for access to such information.

9.7. Information exchange under this Agreement shall normally take place at the unclassified level. However, the information exchanged pursuant to an IEA may, on a case-by-case basis, be classified at a higher level if such exchange is sufficiently justified, and processed and approved in accordance with the national disclosure policies and procedures of the Parties. Each Party shall ensure that access to Classified Information is limited to those persons who possess requisite security clearances and have a specific need for access to the Classified Information in order to participate in an IEA.

9.8. The existence of this Agreement is unclassified and the contents are unclassified.

ARTICLE X

THIRD PARTY TRANSFERS

10.1. In accordance with Article VII (Disclosure and Use of Research and Development Information), a Party shall not sell, transfer title to, transfer possession of, or otherwise disclose R & D Information to any Third Party without the prior written consent of the Government of the Party that provided such information. The providing Party shall be solely responsible for authorizing any transfers and, as applicable, specifying the method and conditions for implementing any such sales or transfers.

ARTICLE XI

SETTLEMENT OF DISPUTES

11.1. Any disputes between the Parties arising under or relating to this Agreement shall be resolved only by consultation between the Parties and shall not be referred to an individual, to any national or international tribunal, or to any other forum for settlement.

ARTICLE XII

GENERAL PROVISIONS

- 12.1. Articles VII (Disclosure and Use of Information), VIII (Controlled Unclassified Information), IX (Security) and X (Third Party Transfers), shall be applied according to the laws of each Party.
- 12.2. Activities of the Parties under this Agreement shall be carried out in accordance with their respective national laws and regulations, including their export control laws and regulations.
- 12.3. The obligations of the Parties shall be subject to the availability of appropriated funds for such purposes.

ARTICLE XIII

AMENDMENT, TERMINATION, ENTRY INTO FORCE, AND DURATION

13.1. Except as otherwise provided, this Agreement may be amended upon the written consent of the Parties.

13.1.1. Appendix 1 of this Agreement may be amended upon the written consent of the Authorities identified in Article III (Management).

13.1.2. The IEAs may be amended upon the written consent of the Annex Authorities, except that IEA TPOs may mutually amend the list of Establishments in their IEA.

13.2. This Agreement may be terminated at any time by the written consent of both Parties. The IEAs may be terminated at any time by the written consent of both Annex Authorities. In the event the Parties decide to terminate this Agreement, or the Annex Authorities decide to terminate any of the IEAs hereto, they shall consult at the appropriate level prior to the date of its termination to ensure termination on the most equitable terms, subject to the provisions of this Agreement.

13.3. In the event that a Party finds it necessary to terminate its participation in this Agreement unilaterally, or a Party's Annex Authority finds it necessary to terminate its participation in any of the IEAs hereto unilaterally, such termination shall be subject to the provisions of this Agreement. The terminating Party shall continue participation until the effective date of termination.

13.3.1. A Party may terminate its participation in this Agreement upon 120 days written notification to the other Party.

13.3.2. A Party's Annex Authority may terminate its participation in an IEA upon 60 days written notification to the other Party's Annex Authority.

13.4. The termination of this Agreement results automatically in the termination of all the IEAs under this Agreement.

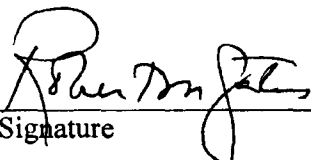
13.5. The respective rights and responsibilities of the Parties regarding Article VII (Disclosure and Use of Information), Article VIII (Controlled Unclassified Information), Article IX (Security), Article X (Third Party Transfers), and Article XIII (Amendment, Termination, Entry into Force, and Duration) shall continue notwithstanding termination or expiration of this Agreement or its IEAs.

13.6. This Agreement, which consists of thirteen Articles and one Appendix, shall enter into force upon signature by the Parties and shall remain in force for fifteen years. The Parties shall consult no less than five years prior to the expiration of this Agreement and decide whether or not to extend its duration. It may then be extended by written consent of the Parties.

IN WITNESS WHEREOF, the undersigned, being duly authorized, have signed this Agreement.

Signed in English and Spanish by authorized representatives, each text being equally authentic.

FOR THE DEPARTMENT OF
DEFENSE OF THE
UNITED STATES OF AMERICA



Signature

Robert M. Gates

Name

Secretary of Defense

Title

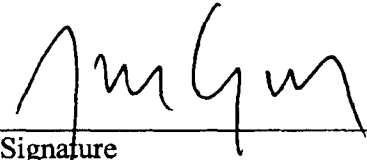
April 8, 2008

Date

Washington, DC

Location

FOR THE MINISTRY OF
NATIONAL DEFENSE
OF THE REPUBLIC OF CHILE



Signature

José Goñi Carrasco

Name

Minister of National Defense

Title

April 8, 2008

Date

Washington, DC

Location

APPENDIX 1

MODEL INFORMATION EXCHANGE ANNEX

CL -U.S. MASTER INFORMATION EXCHANGE AGREEMENT

ANNEX CONCERNING

(Note: Provide Title)

CL-AA-SS-YY-XXXX

(Note: Assign a number where “AA” is a two letter Chilean identifier and “SS” is a two letter U.S. identifier; “YY” is the year of the IEA signature; and “XXXX” is a Sequence Number assigned by the U.S.)

In accordance with the Agreement between the Ministry of National Defense of the Republic of Chile and the Department of Defense of the United States of America Concerning Exchange of Research and Development Information (Master Information Exchange Agreement (MIEA), dated _____, the following Information Exchange Annex (IEA) is hereby established.

1. **DESCRIPTION:** (Note: Provide description of scope.)

a. The scope of the IEA comprises an exchange of R&D Information in the following areas:

- (1) **(Note: Provide more specific description of IEA scope by listing pertinent technical areas where information is to be exchanged)**
- (2) **(Note: Specifically identify any proposed exchange of R&D Information computer software within the scope tasks, if envisioned.)**

b. Information exchanges of defense R&D Information under this IEA shall be on a reciprocal, balanced basis such that the information exchanged between the Parties shall be of approximately equivalent value, quantitatively and qualitatively, in accordance with Article II (Objective and Scope) of the MIEA.

c. All R&D Information exchanges under this IEA shall conform with the provisions of the MIEA, including the prohibitions against exchange of weapon, sensor, or related system computer software and weapon, sensor, or related system computer software documentation; exchange of Production Information; and exchange or provision of defense equipment or services contained in Article II (Objective and Scope) of the MIEA.

d. Correspondence and requests for information shall be handled in accordance with Article IV (Channels of Communication and Visits) of the MIEA.

e. This IEA provides no authority for placing contracts, in accordance with Article VI (Contractual Arrangements) of the MIEA.

f. R&D Information shall not be used by the receiving Party for any purpose other than the purposes for which it was furnished without the specific prior written consent of the furnishing Party in accordance with Article VII (Disclosure and Use of Information) of the MIEA. Unless specifically permitted under the provisions of paragraph 4., of this IEA, a Party (including its Contractor Support Personnel) may use the R&D Information received under this IEA only for information and evaluation purposes by its defense Establishment.

2. TECHNICAL PROJECT OFFICERS, ESTABLISHMENTS, AND LIAISON OFFICERS: (Note: Identify both IEA TPOs and all Establishments here. Unique TPO responsibilities in addition to those contained in the MIEA, if applicable, may also be outlined here.)

a. For Chile:

(1) Technical Project Officer.

(2) Establishments.

(a) _____

(3) Liaison Officer(s) (where appropriate).

(a) _____

b. For the United States:

(1) Technical Project Officer.

(2) Establishments.

(a) _____

(3) Liaison Officer(s) (where appropriate).

(a) _____

3. SECURITY AND INFORMATION CONTROL:

a. The highest classification of R&D Information to be exchanged under this IEA is _____.

b. All R&D Information exchanges under this IEA shall conform with the security and information control provisions of the MIEA including Articles VII (Disclosure and Use of Information), VIII (Controlled Unclassified Information), IX (Security), and X (Third Party Transfers).

c. Annual R&D Information exchange objectives may be specified, if appropriate. These objectives shall be established through exchange of correspondence by the TPOs and shall be revised annually by the TPOs to reflect current technology considerations. **(Note: The Annex Authorities have the option to require the mutual establishment of annual R&D Information exchange objectives.)**

4. SPECIAL DISCLOSURE AND USE OF INFORMATION PROVISIONS:

(NOTE: Most IEAs shall not require the addition of any special provisions in this area. However, if the Annex Authorities desire to establish unique disclosure and use provisions in accordance with Article VII (Disclosure and Use of Information) of the MIEA, including authorization for release to specific contractors or use beyond information and evaluation purposes, such text should be inserted here.)

5. FINANCIAL RESPONSIBILITIES:

Each Party shall be responsible for its own costs in making, managing, and administering the R&D Information exchanges under this IEA in accordance with Article V (Financial Arrangements) of the MIEA.

6. TERMINATION AND DURATION OF THIS IEA:

a. This IEA may be terminated at any time by the written consent of both Annex Authorities, who shall consult at the appropriate level prior to the date of termination to ensure termination on the most equitable terms. In the event a Party's Annex Authority finds it necessary to unilaterally terminate its participation in this IEA, it may terminate this IEA upon 60 days written notification to the other Party's Annex Authority. Termination of this IEA shall be subject to the provisions of Article XIII (Amendment, Termination, Entry into Force, and Duration) of the MIEA.

b. The termination or expiration of the MIEA shall result automatically in the termination of this IEA.

c. This IEA shall remain in force for a period of ____ years (**Note: Period not to exceed five years or the expiration date of the MIEA, whichever comes first**) from the date of the last signature unless amended or extended by mutual written consent. Before the expiration of this IEA, the Annex Authorities shall review the IEA and may, by mutual written consent, extend the IEA for additional periods of up to five years.

FOR THE DEPARTMENT OF
DEFENSE OF THE UNITED
STATES OF AMERICA

FOR THE MINISTRY OF
NATIONAL DEFENSE
OF THE REPUBLIC OF CHILE

Signature

Signature

Name

Name

Title

Title

Date

Date

Location

Location

(Note: Insert the names, titles, etc. of the Parties' Annex Authorities, as appropriate)